

STATE OF MONTANA LAND SALE  
OFFER TO PURCHASE AND BID DEPOSIT RECEIPT

The undersigned Potential Bidder offers to purchase from the State of Montana, by and through the State Board of Land Commissioners and the Montana Department of Natural Resources and Conservation (hereafter referred to as "Seller") the real property described below upon the terms and conditions set forth herein should the Potential Bidder's offer be accepted by the Seller.

\_\_\_\_\_  
Potential Bidder (s)  
as ☐ joint tenants with rights of a survivorship, ☐ tenants in common, ☐ single in his/her own right, ☐ other \_\_\_\_\_ (hereinafter called "Bidder")  
offers to purchase the following described real property (hereinafter referred to as "Property")  
commonly known as:  
\_\_\_\_\_  
(Legal description)  
\_\_\_\_\_

- Should the Seller accept the bid of the above-described Bidder for the purchase of the above-described real property, the Seller and the Bidder, hereby agree that:
- 1. On or before 30 days after final approval by the Seller, Bidder shall pay any balance owed on the purchase price in accordance with §77-2-329, MCA. Receipt by the Seller of the full balance owed constitutes the effective date of sale. If payment is not made in accordance with §77-2-329, MCA, Bidder forfeits their 50% bid deposit, which is being held by the Seller.
  - 2. Bidder shall in accordance with §77-2-325 & 77-6-301 through 77-6-303, MCA, make settlement with the current lessee, for all improvements on the land belonging to the lessee.
  - 3. Lessee agrees to the termination of their active Agricultural and Grazing Lease of State Lands thirty (30) days following the Seller's final approval of the sale of the parcel.
  - 4. Bidder shall be responsible for making any and all payments to the County(ies) in which the property is located for taxes and/or assessments, if any, levied against the property for the current tax year. The Seller shall forward to Bidder a check or warrant in the amount of that portion of the taxes and/or assessments that is attributable to the property, or the state owned improvements upon the real property, before the effective date of sale. The check or warrant shall be made payable to the Bidder and the County in which the property is located.
  - 5. The Buyer represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.
  - 6. Per ARM 36.25.808(8) the department shall retain the bid deposit of the successful bidder, which will be applied toward the purchase price. The department shall return the bid deposits of all unsuccessful bidders within five business days following the auction.
  - 7. Where no bids are received at auction for department nominated sales, each bid deposit shall be returned to the bidder who submitted it to the department.
  - 8. Other Conditions: (Department may add other conditions as appropriate.)
  - 9. This agreement constitutes the entire agreement between the parties and no representations, statements, or promises, whether oral or written, made by either party or their agent, shall be binding or valid unless it is contained within this written agreement and signed by both parties.

The Bidder hereby verifies that it has read and understood the provisions of this agreement.

\_\_\_\_\_  
Bidder Tax ID Number \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Bidder Tax ID Number \_\_\_\_\_ Date \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed name)

Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_ (City)  
My commission expires \_\_\_\_\_  
(Month, Day, Year)

\_\_\_\_\_  
Mary Sexton, Director  
Montana DNRC  
\_\_\_\_\_  
Date